

NZ-SGAcst06

## **Builders contract with sub-contractor**



## 2. Basic contract

- [illegible]

### 3. Requirements for Projects

- 3.1. The work required for each Project shall be ■■■■■■■■■■■■■■■■■■■■■■■■■■■■■■.
- 3.2. The Specification shall describe, among other data:
    - 3.2.1 the work to be done;
    - 3.2.2 the outcomes to be expected;
    - 3.2.3 the timescale and milestones;
    - 3.2.4 the method of calculating sums due to ■■■■■■■■■■ - ■■■■■■ ;
    - 3.2.5 the hours of work or fixed price;
    - 3.2.6 arrangements for payment.
- 3.3. All work shall be to:
    - 3.3.1 the Specification;

- 3.3.2 relevant standards of the International Organisation for Standardisation;
- 3.3.3 the satisfaction of the local authority building inspector;
- 3.3.4 the satisfaction of [REDACTED]  
[REDACTED].
- 3.4. By accepting a Sub-contract the Sub-[REDACTED]  
[REDACTED]  
[REDACTED] - [REDACTED].
- 3.5. [Upon completion of any Sub-contract, the Sub-[REDACTED]  
[REDACTED]  
[REDACTED] - [REDACTED]  
[REDACTED]].

#### 4. Sub -contractor warranties

The Sub-contractor warrants that he:

- [illegible]

OR

- [illegible]

- 4.3. will work safely and .....  
.....

- 4.4. will provide all necessary plant, ■■■■ , ■■■■ , ■■■■ , ■■■■■■  
■■■■■■■■■■■■■■■■■■■■ - ■■■■ , ■■■■ :

Scaffolding;

Fork-lift truck:

[illegible]

## 5. On-site matters

- [illegible]

## 6. Sub-contractor pays tax

- 6.1. The Sub-contractor confirms that he [ ]  
[ ].
- 6.2. The Sub-contractor accepts full liability for payment of income tax [ ]  
[ ] - [ ] ([ ]  
[ ]).
- 6.3. The Sub-contractor now agrees to indemnify the Contractor against  
any claim or assessment or order to pay [ ]  
[ ] - [ ]  
[ ], [ ],  
[ ], [ ], [ ].

## 7. Sub-contractor's fees and expenses

- 7.1. Unless specified to the contrary in any ■■■■ - ■■■■, ■■■■ ■■■■ ■■■■ ■■■■ - ■■■■ ■■■■ ■■■■ ■■■■ ■■■■.

OR

7.2. The Contractor shall pay the Sub-  
 ,  
 .

[illegible]

7.4. No payment shall be due to the \_\_\_\_\_  
\_\_\_\_\_.

OR

7.5. After the end of each month the Sub-contractor will send an

[illegible]

7.7. The Contractor will make payment of the [ 14 ]

7.8. The Sub-contractor shall at all times maintain accurate and up-to-date records of the \_\_\_\_\_  
\_\_\_\_\_, \_\_\_\_\_,  
\_\_\_\_\_. \_\_\_\_\_  
\_\_\_\_\_ 15 - \_\_\_\_\_  
\_\_\_\_\_.

[illegible]

## 8. Health and Safety

[illegible]









### 13. Restraint of trade

[illegible]

**13.1.1**

[illegible][illegible]

#### 14. Assignment of this contract

[illegible]

## 15. Uncontrollable events


[illegible]

OR

[illegible]

OR



16.4. .

[illegible]

$\frac{72}{24} = 3$

[illegible]

**Signed by** [the Director on behalf of] the Sub-contractor:

## The Schedule Specification of the First Project

.....  
.....,  
.....

### Explanatory notes:

### Builders contract with sub-contractor

## General notes

## 1. Umbrella

[illegible]

## 2. Tax obligations

It is important that you are aware of your tax obligations. Please visit for detailed guidance <http://www.ird.govt.nz/>

## Paragraph specific notes

Comments specific to the numbered paragraphs

## 1. Definitions

[illegible]

## 2. Basic contract

[illegible]

We have provided for a specification of the contract to be set down in the schedule. If you prefer you could refer to it as ■■■■■■■■■■■■.

### 3. Requirements for Projects

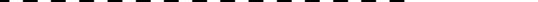
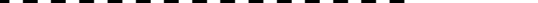




## 10. Disclaimers and limitation of liability

[illegible]

## 11. Duration and termination

Because this is , ,

## 12. Indemnity by the Sub-contractor

A useful provision to protect you.

### 13. Restraint of trade

This will be important to you only if you .

#### 14. Assignment of this contract

[illegible]

## 15. Uncontrollable events

Often referred to as “force majeure”

## 16. Miscellaneous matters

[illegible]

## End of notes